

# Super Insurance Guide

13 May 2025

## Benefits of your insurance with Superhero Super

As a Member of Superhero Super, you are taking control of your life savings. This is a significant decision and the responsibility for your long-term financial welfare now rests with you. We think it is important that you are in possession of some critical facts about how Superhero Super works, what our obligations are and how we facilitate your insurance decisions. We are also required by law to provide you with particular information about insurance which follows in this Guide.

We are required to present this information in a clear, concise and effective manner. Whilst we try our best, there are certain terminologies that are legally significant and at times can make for difficult reading. This requirement to express things in a certain way is at times not within our control. Where possible we have made the language and concepts as simple as we can but if you find you are still scratching your head:

Contact us at [super@superhero.com.au](mailto:super@superhero.com.au)

The information contained in this document is general information only and should not be taken as advice or a recommendation to invest in the Plan. It does not take into account your particular objectives, your financial situation or needs.

You will often read in documents related to superannuation and investing that you should speak to your financial adviser. We all appreciate the value of good advice and that includes self-directed investors. Just because you want to direct your investments doesn't mean you have to do this alone. We built Superhero Super to give you control but you are not expected to know everything yourself.

You should consider whether Superhero Super is right for you and consider seeking financial advice from a licensed financial advisor.

## A word about insurance

Life insurance is a risk management product. It is a consideration you can make for long term financial welfare for yourself and the people close to you.

Insurance is offered to you to complement your super investment because this is a time when you are considering the big picture, it's a time when you can manage both opportunities and risks.

Over the course of your life your insurance needs are likely to change, that's why Superhero Super has applied the same levels of control and transparency to your insurance as it does to your super.

Insurance is a discretionary product, unlike super you don't have to participate. If and when you want to change it, you can.

Here's some of that jargon we mentioned earlier: All parties named in the PDS and this Guide have consented to being named in the form and context in which they have been named and have not withdrawn their consent before the date of this PDS. Any statements in the PDS or this Guide that are attributable to or based on statements made by another person have been included with the consent of that person, whose consent has not been withdrawn before the date of this PDS. Should you require any information about the services or issues covered in the PDS or this Guide, or require any clarification, you should contact Superhero Super at [super@superhero.com.au](mailto:super@superhero.com.au).

Superhero Super is a sub-plan of OneSuper ABN 43 905 581 638 RSE R1001341 (the Fund). Superhero Super is issued by Diversa Trustees Limited ABN 49 006 421 638, AFSL No 235153 RSE Licence No. L0000635 (referred to as "we", "our", "us" or "the Trustee"), the Trustee of the Fund. Superhero Super Pty Ltd (ABN 40 667 649 854), which is a Corporate Authorised Representative (Authorised Representative No. 1306018) of Superhero Securities Limited (ABN 96 160 456 315) (AFSL No. 430150) is the "Investment Administrator" and "Promoter" of the Fund. The Administrator of the Fund and Superhero is OneVue Super Services Pty Limited (ABN 74 006 877 872; AFSL 246883) ("Administrator").

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## Important information

This information in this document forms part of the Superhero Super Product Disclosure Statement (PDS) dated 6 February 2025. Insurance cover is provided through group life policies (Policies) issued by MLC Limited (ABN 90 000 000 402) (AFSL 230694) (Insurer) to the Trustee of Superhero Super. In the event of a dispute, the Policies will override the information in the PDS and this Guide. If you have any queries, would like further information, or a copy of the PDS, contact Superhero Super at <http://www.superhero.com.au/> or email at [super@superhero.com.au](mailto:super@superhero.com.au).

## 1. Insurance in your super

Superhero Super offers affordable insurance options, so you can plan for your retirement and know that you are covered for those unexpected events and 'what ifs'.

### Types of Insurance

Superhero Super offers the following insurance options to eligible Members of the Plan:

Types of Insurance	
Type	Description
Death Insurance (also referred to as Life Insurance)	Provides a lump sum benefit if you die or are diagnosed with a Terminal Illness.
Death and Total and Permanent Disablement (TPD) Insurance	Provides a lump sum benefit if you die, suffer a Total and Permanent Disablement or are diagnosed with a Terminal Illness.
Income Protection (IP) (also referred to as Salary Continuance Insurance)	Provides a set percentage of your Monthly Income for a predefined length of time in the event that you suffer Total Disability or Partial Disability as a result of illness or injury.

There are costs, called 'premiums' associated with insurance cover. These costs are deducted from your Superhero Super account.

Note: Superhero Super is eligible to claim a tax deduction for Premiums attributable to your account, and you may be eligible to receive the benefit.

### Change of Circumstances

If you change your:

- Occupation; or
- Residence to overseas; or
- Income and/or number of hours you are working; or
- You cease working altogether,

this may have an impact on your eligibility to claim for benefits. Please therefore let us know of any changes to your circumstances.

Coverage Summary				
	Death	Terminal Illness	Total & Permanent Disability (TPD)	Income Protection (IP)
Minimum entry age	15th birthday	15th birthday	15th birthday	15th birthday
Maximum entry age	Prior to an Eligible Person's 65th birthday.	Prior to an Eligible Person's 65th birthday.	Prior to an Eligible Person's 65th birthday.	Prior to an Eligible Person's 65th birthday.
Cover ends at age	70th birthday	70th birthday	70th birthday	65th birthday
Coverage of pre-existing medical conditions	Insurance Cover is not provided for a pre-existing Injury, Illness, condition or related symptom that the Member was aware of, or a reasonable person in their position should be aware of, or for which they had a medical consultation on or prior to the date Insured Cover commences or recommences for an Insured Person.			Subject to underwriting. The Insurer may offer cover subject to exclusions or conditions that exclude cover for Total Disability or Partial Disability resulting from a pre-existing medical condition.
Does work status at date of injury affect cover?	No	No	Different TPD definition may apply	Yes
Is there a waiting period before a benefit may be paid?	No	No	Some forms of Total and Permanent disablement must subsist for at least 3 consecutive months	30 days, 60 days or 90 days
What is the cost?	See "How to calculate your insurance premium" section below.			

## 2. Superhero Super Cover

### Eligibility for Default Cover

You are eligible for Default Cover if:

- You have submitted a Member Application Form via the Superhero Super App, website or via an employment platform; and
- You have not opted-out of Default Cover; and
- An initial contribution or a rollover has been received by Superhero Super; and
- You are not applying for, entitled to, and have not been paid a TPD or Terminal Illness benefit from any source (including a super fund or life insurance policy or a government scheme); and
- You are At Work the day the cover commences; and
- If you are under 25 years of age or your account balance is less than \$6,000, we have received your PMIF Opt-In Election Form.

## Default Death & TPD Cover when you join

Provided you meet the above eligibility conditions and other general eligibility conditions described on page 18 of this Guide, when you join Superhero Super you will receive Default Death and Total and Permanent disablement cover without any medical underwriting. Your Default Cover will be for New Events only (see below) for the first 24 months. If you are not At Work continuously for 60 consecutive days at the end of the 24-month period then New Events cover will continue until you have been At Work for 60 consecutive days. The amount of Default Cover provided will depend on your age, as shown in Table 1 below. Premium rates for this cover are shown in Table 2.

Default Cover will not commence if you do not meet the above eligibility requirements.

### Total and permanent disablement only cover

An Eligible Person who is less than 25 years of age may choose TPD only cover as their Default Cover in writing to us within 120 days of the date their cover first commenced. On their 25th birthday they will automatically receive death cover for the same amount as their TPD cover.

**Table 1**

Default Cover		
Age Next Birthday	Death Cover	TPD Cover
16 – 35 years	\$250,000	\$250,000
36 – 40 years	\$220,000	\$220,000
41 – 45 years	\$170,000	\$170,000
46 – 50 years	\$118,000	\$118,000
51 – 55 years	\$86,000	\$86,000
56 – 60 years	\$52,000	\$52,000
61 – 65 years	\$35,000	\$35,000
66 – 70 years	\$25,000	\$25,000

### Age Next Birthday

Age next birthday is determined at the date you join the Fund and annually on the 1st day of July in each subsequent year.

### Premiums

Premiums are deducted from your account monthly in arrears.

### Does the cost for cover remain the same as I age?

Cost will vary with age. If you do not provide your occupation on the application then it will also vary 90 days after it began, based upon the policy.

## What is 'New Events' cover

'New Events' cover is cover for an illness first diagnosed or an Injury that first occurs on or after the date your cover commences or recommences in Superhero Super.

## Changing Death & TPD Cover

When you join Superhero Super through the Superhero Super App or website onboarding process, you can opt out of Default Cover when completing your Member Application Form. Alternatively, you can opt out of insurance cover at any time via the Profile section of your account. You can also change your Default Cover to death only, or reduce your level of cover, at any time by contacting Superhero Super at [super@superhero.com.au](mailto:super@superhero.com.au)

## Customised Cover

If you wish to increase your cover above the Default Cover level, you can apply for Voluntary Cover. Please refer to Section 4 Voluntary Cover part of this document.

### Maximum Voluntary Insured Cover

Death Cover	Up to \$3,000,000
TPD Cover	Up to \$3,000,000
Terminal Illness Cover	Up to \$3,000,000
IP Cover	Up to \$30,000 per month, subject to it being 75% of Monthly Income

## How to calculate your insurance premium

Example - 38-year-old male white collar default Death & TPD.

To calculate your insurance premiums for Voluntary Cover including Income Protection or TPD only, use the relevant rate tables in Section 3 for step 3.

How to calculate		Example
1	Determine the level of Default Death & TPD cover (see Default Death & TPD Cover Table 1 above).	\$220,000 Death & TPD cover
2	Note your age at your next birthday when you joined the Fund or at the annual review date (1 July), and your gender.	Age next birthday is 39
3	Look up the annual Premium rate per \$1,000 cover for your age and gender as determined in step 2 (see Death & TPD Cover Table 2 below).	Annual Premium rate per \$1,000 cover for Death & TPD cover is \$2.05
4	Select the occupation category that matches your current occupation duties, see Section 6 for a description of the occupation groups. The Premium adjustment factor for your occupation can be found in Table 7.	The Premium adjustment for Death & TPD cover for white collar is 57%
5	Multiply the cover required by the annual Premium rate and divide by 1,000. This is your annual Premium.	$(220,000 \times 2.05/1000) \times 57\% = \$257.07$
6	To work out your monthly Premium, divide your annual Premium by 12.	$\$257.07 / 12 = \$21.42$

## 3. Superhero Super Premium Rates Tables

Table 2

Death & TPD Cover – Annual Premium per \$1,000 sum insured

Death & TPD Cover				
Age Next Birthday	Death		Death & TPD	
	Male	Female	Male	Female
16	0.85	0.28	1.52	0.62
17	0.85	0.28	1.52	0.62
18	0.85	0.28	1.52	0.62
19	0.85	0.28	1.52	0.62
20	0.85	0.28	1.52	0.62
21	0.85	0.28	1.52	0.62
22	0.81	0.26	1.50	0.60
23	0.76	0.23	1.44	0.57
24	0.70	0.23	1.38	0.57

## Death & TPD Cover

Age Next Birthday	Death		Death & TPD	
	Male	Female	Male	Female
25	0.68	0.21	1.38	0.54
26	0.64	0.21	1.31	0.54
27	0.61	0.21	1.28	0.57
28	0.61	0.21	1.28	0.57
29	0.61	0.21	1.31	0.61
30	0.61	0.23	1.31	0.64
31	0.59	0.23	1.32	0.69
32	0.59	0.26	1.32	0.75
33	0.61	0.28	1.39	0.84
34	0.64	0.30	1.48	0.95
35	0.66	0.34	1.54	1.02
36	0.68	0.40	1.62	1.16
37	0.70	0.44	1.70	1.30
38	0.76	0.47	1.86	1.43
39	0.83	0.55	2.05	1.64
40	0.90	0.61	2.22	1.82
41	0.95	0.65	2.42	2.06
42	1.05	0.70	2.72	2.29
43	1.14	0.76	3.07	2.54
44	1.25	0.80	3.45	2.85
45	1.37	0.84	3.87	3.07
46	1.49	0.89	4.38	3.43
47	1.63	0.97	4.92	3.84
48	1.77	1.04	5.54	4.34

Death & TPD Cover				
Age Next Birthday	Death		Death & TPD	
	Male	Female	Male	Female
49	1.95	1.14	6.25	4.95
50	2.12	1.27	6.98	5.66
51	2.29	1.41	7.76	6.38
52	2.49	1.56	8.72	7.25
53	2.70	1.71	9.78	8.15
54	2.92	1.90	10.94	9.19
55	3.16	2.09	12.03	10.12
56	3.44	2.27	13.35	11.17
57	3.76	2.48	14.83	12.27
58	4.13	2.72	16.56	13.50
59	4.54	2.95	18.55	14.86
60	4.98	3.18	20.75	16.29
61	5.42	3.44	23.01	17.79
62	5.86	3.78	25.36	19.60
63	6.32	4.17	27.90	21.68
64	6.78	4.64	30.64	24.12
65	7.29	5.19	33.65	26.84
66	7.83	5.76	36.74	29.60
67	8.52	6.47	40.29	32.75
68	9.26	7.25	44.48	36.44
69	10.01	7.99	48.97	40.40
70	10.80	8.81	53.95	44.76

**Table 3: Annual Premium per \$1,000 sum insured**

TPD Only Cover		
Age Next Birthday	TPD Only	
	Male	Female
16	0.67	0.34
17	0.67	0.34
18	0.67	0.34
19	0.67	0.34
20	0.67	0.34
21	0.67	0.34
22	0.69	0.34
23	0.68	0.34
24	0.70	0.34
25	0.70	0.33

**Table 4: Income Protection Voluntary Cover – Annual Premium per \$1,000 of Insured Cover: 2 year Benefit Period**

Income Protection Cover						
Age Next Birthday	Benefit Period - 2 Years					
	Waiting Period - 30 days		Waiting Period - 60 days		Waiting Period - 90 days	
	Male	Female	Male	Female	Male	Female
16	3.24	4.19	2.58	3.34	1.49	1.93
17	3.24	4.19	2.58	3.34	1.49	1.93
18	3.24	4.19	2.58	3.34	1.49	1.93
19	3.24	4.19	2.58	3.34	1.49	1.93
20	3.24	4.19	2.58	3.34	1.49	1.93
21	3.30	4.23	2.63	3.38	1.49	1.94
22	3.36	4.31	2.67	3.43	1.51	1.95
23	3.43	4.40	2.72	3.49	1.54	1.98



24	3.50	4.55	2.77	3.59	1.55	2.01
25	3.55	4.71	2.80	3.71	1.56	2.06
26	3.59	5.67	2.83	4.47	1.56	2.45
27	3.60	5.85	2.84	4.62	1.56	2.54
28	3.60	6.00	2.84	4.73	1.57	2.62
29	3.61	6.18	2.85	4.89	1.57	2.71
30	3.62	6.40	2.85	5.04	1.58	2.80
31	3.66	6.74	2.88	5.31	1.58	2.91
32	3.76	7.16	2.94	5.61	1.60	3.04
33	3.90	7.72	3.04	6.01	1.60	3.16
34	4.09	8.42	3.16	6.51	1.61	3.31
35	4.32	9.20	3.30	7.05	1.62	3.49
36	4.56	10.09	3.49	7.70	1.69	3.69
37	4.85	10.99	3.72	8.35	1.82	3.95
38	5.14	11.89	3.96	9.03	1.96	4.23
39	5.46	12.78	4.22	9.72	2.13	4.61
40	5.81	13.63	4.51	10.41	2.32	5.00
41	6.20	14.42	4.83	11.06	2.54	5.47
42	6.60	15.14	5.18	11.70	2.78	5.91
43	7.07	15.82	5.56	12.30	3.07	6.45
44	7.58	16.56	6.00	12.97	3.38	7.01
45	8.14	17.25	6.49	13.64	3.76	7.63
46	8.77	17.91	7.04	14.32	4.17	8.33
47	9.48	18.76	7.68	15.17	4.65	9.14
48	10.27	19.70	8.38	16.08	5.20	9.98
49	11.16	20.66	9.18	17.00	5.84	10.84
50	12.18	21.65	10.09	17.95	6.59	11.74

51	13.35	22.62	11.15	18.89	7.47	12.67
52	14.67	23.68	12.36	19.95	8.46	13.67
53	16.19	24.75	13.74	21.00	9.64	14.73
54	17.95	25.78	15.37	22.05	10.99	15.77
55	19.99	26.86	17.25	23.16	12.62	16.93
56	22.38	27.98	19.45	24.31	14.51	18.12
57	25.17	29.08	22.05	25.47	16.76	19.34
58	28.45	30.15	25.08	26.58	19.41	20.56
59	32.33	31.13	28.70	27.63	22.52	21.70
60	36.95	31.95	32.99	28.54	26.26	22.74
61	42.34	32.52	38.02	29.19	30.68	23.55
62	48.34	32.65	43.62	29.46	35.59	24.04
63	40.18	23.28	34.99	20.28	26.33	15.26
64	23.66	11.45	20.30	9.83	14.71	7.12
65	7.00	2.72	5.49	2.13	2.99	1.16

**Table 5: Income Protection Voluntary Cover – Annual Premium per \$1,000 of Insured Cover: 5 year Benefit Period**

Income Protection Cover						
Age Next Birthday	Benefit Period - 5 Years					
	Waiting Period - 30 days		Waiting Period - 60 days		Waiting Period - 90 days	
	Male	Female	Male	Female	Male	Female
16	3.92	5.09	3.29	4.26	1.99	2.58
17	3.92	5.09	3.29	4.26	1.99	2.58
18	3.92	5.09	3.29	4.26	1.99	2.58
19	3.92	5.09	3.29	4.26	1.99	2.58
20	3.92	5.09	3.29	4.26	1.99	2.58
21	4.05	5.18	3.39	4.37	2.03	2.64
22	4.16	5.34	3.48	4.47	2.10	2.70

23	4.29	5.50	3.59	4.61	2.15	2.77
24	4.43	5.75	3.70	4.79	2.20	2.85
25	4.54	6.02	3.79	5.02	2.23	2.95
26	4.64	7.34	3.87	6.11	2.27	3.57
27	4.70	7.65	3.93	6.40	2.30	3.73
28	4.76	7.92	3.98	6.64	2.35	3.92
29	4.82	8.25	4.04	6.94	2.37	4.07
30	4.90	8.66	4.11	7.27	2.41	4.28
31	5.01	9.22	4.20	7.73	2.45	4.50
32	5.19	9.91	4.34	8.27	2.50	4.77
33	5.44	10.78	4.52	8.95	2.55	5.02
34	5.77	11.87	4.76	9.79	2.60	5.33
35	6.15	13.11	5.02	10.73	2.63	5.66
36	6.57	14.53	5.38	11.88	2.77	6.06
37	7.05	16.01	5.79	13.02	3.03	6.56
38	7.57	17.49	6.23	14.23	3.30	7.13
39	8.12	18.99	6.71	15.47	3.62	7.82
40	8.74	20.52	7.24	16.74	3.99	8.61
41	9.42	21.92	7.86	18.01	4.42	9.49
42	10.15	23.28	8.53	19.28	4.87	10.38
43	10.99	24.59	9.26	20.46	5.42	11.39
44	11.90	26.01	10.10	21.84	6.05	12.54
45	12.93	27.39	11.04	23.19	6.78	13.76
46	14.07	28.74	12.09	24.57	7.59	15.15
47	15.36	30.41	13.29	26.26	8.56	16.81
48	16.83	32.28	14.67	28.13	9.66	18.53
49	18.47	34.17	16.22	30.04	10.92	20.27

50	20.36	36.19	17.99	31.99	12.43	22.13
51	22.51	38.15	20.04	33.97	14.17	24.04
52	24.98	40.32	22.40	36.15	16.19	26.14
53	27.84	42.54	25.12	38.39	18.56	28.34
54	31.12	44.69	28.29	40.60	21.32	30.58
55	34.94	46.94	31.98	42.94	24.59	32.99
56	39.41	49.26	36.32	45.37	28.42	35.48
57	44.66	51.59	41.39	47.80	32.97	38.05
58	50.79	53.83	47.35	50.17	38.32	40.61
59	58.10	55.94	54.43	52.42	44.66	43.03
60	56.17	48.56	51.88	44.88	42.26	36.61
61	55.07	42.29	50.26	38.59	40.86	31.37
62	50.59	34.17	45.09	30.45	36.09	24.38
63	40.18	23.28	34.99	20.28	26.33	15.26
64	23.66	11.45	20.30	9.83	14.71	7.12
65	7.00	2.72	5.49	2.13	2.99	1.16

**Table 6: Income Protection Voluntary Cover – Annual Premium per \$1,000 of Insured Cover: to age 65 Benefit Period**

Income Protection Cover						
Age Next Birthday	Benefit Period – to age 65					
	Waiting Period - 30 days		Waiting Period - 60 days		Waiting Period - 90 days	
	Male	Female	Male	Female	Male	Female
16	7.89	10.22	7.54	9.77	4.31	9.02
17	7.89	10.22	7.54	9.77	4.31	9.02
18	7.89	10.22	7.54	9.77	4.31	9.02
19	7.89	10.22	7.54	9.77	4.31	9.02
20	7.89	10.22	7.54	9.77	4.31	9.02
21	8.20	10.60	7.77	10.04	4.39	9.14

22	8.60	11.05	8.06	10.37	4.46	9.25
23	8.97	11.56	8.34	10.75	4.54	9.43
24	9.28	12.08	8.59	11.18	4.63	9.70
25	9.53	13.81	8.80	12.75	4.71	11.01
26	9.72	15.89	8.97	14.67	4.80	12.67
27	9.88	16.95	9.12	15.66	4.89	13.55
28	10.06	18.24	9.29	16.85	4.99	14.59
29	10.30	19.84	9.50	18.30	5.08	15.78
30	10.64	21.81	9.78	20.03	5.19	17.11
31	11.12	24.21	10.15	22.08	5.31	18.60
32	11.76	27.02	10.63	24.44	5.45	20.21
33	12.55	30.23	11.22	27.08	5.60	21.96
34	13.41	33.69	11.92	29.94	5.89	23.82
35	14.38	37.22	12.73	32.88	6.22	25.79
36	15.48	40.52	13.63	35.70	6.58	27.83
37	16.66	43.88	14.66	38.59	7.06	29.97
38	17.94	47.43	15.75	41.66	7.56	32.25
39	19.34	50.90	16.99	44.72	8.15	34.62
40	20.84	54.47	18.35	47.93	8.85	37.26
41	22.46	57.71	19.85	51.03	9.67	40.12
42	24.20	61.23	21.51	54.37	10.62	43.18
43	26.09	64.42	23.35	57.58	11.70	46.41
44	28.14	67.39	25.37	60.64	12.93	49.63
45	30.35	69.48	27.59	63.23	14.31	53.02
46	32.74	71.19	30.02	65.42	15.86	55.99
47	35.33	72.76	32.68	67.45	17.57	58.79
48	38.14	74.11	35.56	69.24	19.44	61.30

49	41.17	75.66	38.68	71.17	21.47	63.83
50	44.45	76.91	42.04	72.73	23.64	65.93
51	48.01	77.68	45.65	73.78	25.91	67.42
52	51.80	77.75	49.43	74.07	28.26	68.09
53	55.71	77.43	53.32	73.94	30.64	68.24
54	59.75	77.20	57.25	73.81	32.97	68.29
55	63.81	77.32	61.14	73.98	35.20	68.53
56	67.64	77.32	64.76	73.99	37.24	68.55
57	71.54	77.48	68.26	74.11	39.00	68.61
58	75.09	78.09	71.31	74.63	40.39	68.98
59	77.24	76.13	73.22	72.77	41.33	67.30
60	77.30	70.64	73.51	67.48	41.74	62.32
61	74.44	63.13	71.62	61.00	41.56	57.51
62	67.61	53.69	65.35	52.27	38.24	49.96
63	54.50	43.65	49.67	39.93	25.91	33.85
64	32.05	25.96	28.59	23.16	14.23	18.59
65	9.47	7.67	7.61	6.16	2.84	3.71

**Table 7 - Premium Adjustment Factors**

Occupation Category	Loading factor for Death	Loading factor for Death & TPD	Loading factor for TPD only	Loading factor for Income Protection
Professional	72%	51%	40%	46%
White Collar	80%	57%	44%	56%
Light Blue Collar	94%	80%	73%	92%
Blue Collar	102%	118%	127%	126%
Heavy Blue Collar	118%	140%	162%	179%

**Notes relating to Table 2 and Table 3**

- Rates shown in Table 2 and Table 3 include stamp duty.
- Your Premium is determined when your cover first commences and is reviewed monthly, with Premium rates variable after the Guarantee Period subject to the Insurer providing 3 months' notice to us.

- Premiums are payable monthly in arrears.
- The Table 2 Premium rates are 90-day interim rates that apply to Members who have not supplied sufficient information to enable the Trustee to determine the member's Occupation Category. Members who remain unclassified after 90 days from the date of issue of the letter confirming membership, will be deemed to be a Blue Collar Occupation Category with Premiums adjusted by the Loading Factor in the above table from the date their insurance cover commenced.
- No adjustment in Premium will be made for the period prior to the date Superhero received the Member's notification or for the period prior to the date the Insurer becomes aware of their occupation in the event of a claim.
- Table 2 and Table 3 Premium rates include a 5.5% insurance administration fee payable to the insurance administrator.

#### **Notes relating to Table 4, Table 5 and Table 6**

- Rates shown include stamp duty.
- Your Premium is determined when your cover first commences and remains fixed until the following annual review date.
- Premiums are payable monthly in arrears.
- They do not include any brokerage or commission.
- They do not include a Premium Experience Rebate.
- Premium rates include a 5.5% insurance administration fee payable to the insurance administration fee payable to the insurance administrator.

## **4. Death and TPD Insurance - Terms and Conditions**

Superhero Super offers Group Death and TPD insurance via a Group Insurance Policy with MLC Limited (the Insurer). The information contained in this section is a summary of the terms and conditions. Full terms and conditions are provided in The Policy. In the event of any inconsistency or ambiguity, The Policy shall prevail.

The Insurer has the right under The Policy to:

- accept cover for the Member;
- accept cover for the Member subject to Premium loadings, exclusions or restrictions they may consider appropriate; or
- refuse to provide cover to a Member.

#### **General Eligibility**

A Member is eligible to apply for insurance if:

- They are a Member of Superhero Super and have sufficient funds in their account to cover the cost of monthly Premiums; and
- They are aged between 15 and 64; and
- They are an Australian resident; and
- An initial contribution has been received in Superhero Super; and

- The Member is not currently applying for, entitled to, or been paid a TPD or Terminal Illness benefit from any super fund or life insurance policy; and
  - The Member is not employed in an Excluded Occupation, and does not perform any duties of an Excluded Occupation;
- or
- The Insurer expressly agrees in writing to Superhero Super that the Member is eligible.

#### **Exclusions**

No Cover will be payable when a claim arises directly or indirectly as a result of:

- Death caused by suicide or attempted suicide in the 24-month period commencing from the day the Member is accepted for cover; or
- Total and Permanent Disablement from intentional self-inflicted Injury or attempted suicide within 24 months from the day the Member is accepted for cover; or
- The Member having been in a country listed on the Department of Foreign Affairs & Trade website ([www.dfat.gov.au](http://www.dfat.gov.au)) as subject to a 'do not travel' warning at the time they entered the country; or
- War; or
- Any additional exclusions advised by the Insurer in writing during the underwriting process.

## Cooling off period

After your application for insurance cover has been accepted, there is a period of 30 days in which you may cancel your cover and obtain a refund of the Premium (other than any Government taxes or charges which the Insurer is unable to recover). This is known as the cooling off period. The cooling off period commences from the date your cover commences. Where the cover has been cancelled within the cooling off period, it will be considered not to have started and no benefit will be payable. After this period, cover will cease from the date that the written request is received by Superhero Super.

## Total and Permanent Disablement (TPD)

Total and Permanent Disablement in respect of a Member who is:

- Gainfully employed as a Permanent Employee, Contractor or self-employed person working 15 or more hours each week during the 6 months prior to the Date of Disablement and is less than age 65 is determined under either Part 1, Part 2, Part 3, Part 4 or Part 5; or
- Gainfully employed as a Permanent Employee, Contractor or self-employed person and not working 15 or more hours each week during the 6 months prior to the Date of Disablement is determined under either Part 3, Part 4 or Part 5; or
- Not gainfully employed as a Permanent Employee, Contractor or self-employed person within the 6 months prior to the Date of Disablement is determined under either Part 3, Part 4 or Part 5; or
- Over age 65 is determined under Part 3, Part 4 or Part 5.

The Insurer may waive the 3-month waiting period that applies to Part 1, 4 or 5 Total and Permanent Disablement and provide immediate assessment where a Member is suffering from one or more of the Immediate Assessment Conditions and all claim requirements have been received by us.

In order to satisfy Part 3, 4 or 5, a Member must be disabled to such an extent as a result of that Injury or Illness that in the Insurer's opinion, they are unlikely ever at any time in the future to engage in any Gainful Employment for which they are reasonably suited by education, training or experience.

## Part 1 - Unlikely to Return to Work

The Member is unable to do any work as a result of Injury or Illness for 3 consecutive months and in the Insurer's opinion at the end of that 3 months period, they continue to be so disabled as the result of their ill-health (whether physical or mental) that they are unable to resume their previous occupation at any time in the future, and will be unlikely at any time in the future to *engage in Gainful Employment for which they are reasonably suited by education, training or experience*.

## Part 2 - Permanent Impairment

The Member is engaged in Gainful Employment when suffering an Injury or Illness and, as a result of that Injury or Illness, they:

- a) Suffer a permanent impairment of at least 25% of whole person function, as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', 4th edition, or the equivalent guide to the evaluation of the impairment approved by the Insurer, and
- b) Are disabled to such an extent, as a result of this impairment, that the Member is unlikely at any time in the future to be able to engage in any occupation, business, profession or employment for which the Member is reasonably suited by education, training or experience.

## Part 3 - Loss of Use Of

The Member suffers the total, permanent and irrecoverable Loss of Use of:

- a) 2 limbs; or
- b) The sight of both eyes; or
- c) 1 limb and sight of 1 eye.

## Part 4 - Cognitive Loss

The Member, as a result of Illness or Injury, is first diagnosed with Cognitive Loss and is under the continuous care and supervision by another adult for at least 3 consecutive months and, at the end of that 3-month period, they are likely to require permanent ongoing continuous care and supervision by another adult.

## Part 5 - Activities of Daily Working

The Member suffers an Illness or Injury, that in the Insurer's opinion:

- a) Totally and irreversibly prevents them from performing 2 of the Activities of Daily Living



without assistance from another adult person for at least 3 consecutive months; and

- b) Since they became ill or injured, they have been under the regular care and attention of a Doctor for that Illness or Injury; and
- c) They are unable to ever again be able to perform at least 2 of the Activities of Daily Living without assistance from another adult.

### **Loss Of Use Of**

Means:

- a) The permanent loss of sight, whether aided or unaided due to Injury or Illness to the extent that the visual acuity is 6/60 or less in both eyes, or to the extent that visual field is reduced to 20 degrees or less of arc, as certified by an ophthalmologist, or
- b) The loss of the use of a leg from at or above the ankle, or an arm from at or above the wrist, which is permanent.

### **Activities of Daily Working**

Means:

- a) Walking - they cannot walk more than 200 metres on a level surface without stopping due to breathlessness, angina or severe pain elsewhere in the body,
- b) Rising/Sitting - they are unable to rise and sit using a raised chair with arms without the help of another person,
- c) Dexterity - they are unable to write legibly with a pen or pencil or use a keyboard with either hand,
- d) Communication - they cannot:
  - i) Clearly hear (with a hearing aid or other aid if normally used) conversational speech in a quiet room in their first language, or
  - ii) Understand simple messages in their first language, or
  - iii) Speak with sufficient clarity to be clearly understood in their first language,
- e) Eyesight - their visual ability is reduced to the extent that functional abilities are affected and independent functioning without physical assistance from another person in a workplace is impossible, even with the use of assistive devices.

### **Date of Disablement**

Means the earlier of the date:

- a) The Member is diagnosed with an Immediate Assessment Condition, or
- b) The 3 consecutive months of absence from work that results in TPD began under Part 1 of the TPD definition. However, if the Member undertakes a formalised graded return to work which fails within 12 months, the Insurer will take the Date of Disablement as being the date on which the person first ceased work, or
- c) The permanent impairment under Part 2 of the TPD definition that results in TPD began, or
- d) The Member suffers the Loss of Use of the sight in both eyes, or the Loss of Use Of both limbs, or the Loss Of Use Of both the sight in 1 eye and 1 limb, or
- e) The Member suffers the Loss of Use Of the sight of another eye or the Loss Of Use Of another limb, having already suffered the Loss Of Use Of the sight of an eye or the Loss Of Use Of a limb, or
- f) The Cognitive Loss that results in TPD was first diagnosed, or
- g) The 3 consecutive month's inability to perform at least 2 of the Activities of Daily Working that results in TPD began.

### **Terminal Illness Benefit**

Where a Member has been diagnosed with a Terminal Illness, the Insurer will pay a Terminal Illness benefit provided that:

- a) The Date of Certification of the Terminal Illness is on or after the date their cover commenced under The Policy. No Terminal Illness benefit will be considered where the Date of Certification is prior to this date, and
- b) A Terminal Illness benefit for a Member will be the lesser of their death cover or \$3,000,000. Provided they remain a Member, and the Insurer continues to receive Premium for their cover, the Insurer will pay the residual cover for death calculated as at the Member's date of death, less any Insured Cover for Terminal Illness that has already been paid, and
- c) A Member must supply at their expense, supporting medical evidence from two Doctors to certify that, as a result of a disease or condition, they are likely to pass away within 24 months. Further, at least one of those Doctors must be a specialist practising in the area of the Member's

Illness or Injury and both the certifications provided by the two medical practitioners must not be more than 12 months old. The Insurer will require this information in a form of the Insurer's choosing and reserves the right to ask for any additional information that the Insurer determines is appropriate. Where the Insurer asks for additional information, the Insurer will incur the cost of obtaining this information, and

- d) If The Policy has terminated, the Member will only be eligible for a Terminal Illness benefit where:
- i. The Date of Certification is prior to the date that The Policy terminated, and
  - ii. The Member is not eligible for a Terminal Illness, Total and Permanent disablement or death claim under a new replacement policy.

From the date a Terminal Illness claim has been lodged a Member will no longer be eligible for Total and Permanent Disablement, any increase in Insured Cover or any reinstatement of Insured Cover.

If a claim for Terminal Illness is admitted, all Insured Cover will cease from that date subject to (b) above and any residual Insured Cover for death will be payable on the death of the Member.

Where a Terminal Illness benefit is paid it will be considered as an advance payment of the Insured Cover for death.

"Date of Certification" means the latter of the dates that the two Doctors approved by the Insurer have certified, jointly or separately, that the Member suffers a Terminal Illness. At least one of the Doctors must be a specialist practising in the field to which the Terminal Illness relates. Each of the certificates must be supported by test results and the certification period must not have ended.

#### **Amount of Cover on Death, Total and Permanent Disablement or Terminal Illness**

The Amount of Cover that the Insurer must pay is the amount for which cover is in force:

- On the date of death, if the claim is for death;
- On the Date of Disablement, if the claim is for Total and Permanent Disablement;
- On the Date of Certification, if the claim is for a Terminal Illness

The total maximum amount of Insured Cover per Insured Person based on all cover held with us and under all policies in the market is:

- a) For Death cover, limited to \$3,000,000 per Insured Person, and
- b) For Terminal Illness, limited to \$3,000,000 per Insured Person, and
- c) For Total and Permanent Disablement cover, limited to \$3,000,000 per Insured Person.

#### **Default Cover Commencement**

An eligible Member will receive Default Cover that is New Events Cover where:

- A fully completed and signed Member Application Form, or Minimum Member Details, and the initial contribution or a rollover from another superannuation fund is received by the Fund, and
- The eligible Member is not applying for, entitled to, or has not been paid a Total and Permanent disablement benefit from any source. This includes, but is not limited to a superannuation fund, life insurance policy, Workers Compensation, Disability Pension or Veterans' Affairs, and
- The Eligible Person is At Work on the date that cover commences.

Where the above requirements have been met, Default Cover that is New Events Cover commences, provided there is a sufficient account balance to pay the first monthly Premium,

- I. for an Eligible Person who requests to opt-in to Default Cover upon joining Superhero Super, on the date Superhero Super receives their PMIF Opt-in Election Form, or
- II. provided that they have not opted out, the date that the Eligible Person has attained both age 25 and an account balance of \$6,000.

New Events Cover will apply for 24 months from the date that cover commenced. If the Member is not At Work on the day cover is due to commence at the end of the 24-month period, New Events Cover will continue to apply until the Member is At Work for 60 consecutive days. An Eligible Person may complete a Short Form Personal Statement to apply to remove the New Events Cover period.

## Voluntary Cover

An eligible Member will receive Voluntary Cover when they have completed all relevant forms and the Insurer has underwritten and accepted the Member's request for cover.

- All Voluntary Cover is provided as fixed cover for an amount, in multiples of \$1,000, nominated by the Member; and
- An Eligible Person or Insured Person may complete underwriting to remove New Events Cover.

## Underwriting

If you elect to increase your cover or remove New Events Cover, you must provide us with all information about you that the Insurer regards as necessary for the Insurer's underwriting purposes. We will pass this information on to the Insurer. After considering all information requested and received for the amount of cover that was subject to underwriting, the Insurer may in its absolute discretion either:

- (a) Accept the Insured Cover, or
- (b) Offer to accept the Insured Cover subject to whatever exclusions, Premium loading, limitations, special terms, conditions, restrictions or Forward Underwriting Limit the Insurer considers appropriate, or
- (c) Refuse to provide the Insured Cover.

All Voluntary Cover is provided for a fixed amount nominated by you and will commence from the date the Insurer notifies us in writing provided that there is a sufficient account balance in the Fund to pay the first monthly Premium.

## Insured cover subject to special terms

If the Insurer offers Insured Cover that is subject to an exclusion, Premium loading, limitation, special term, condition, or restriction (special terms), the Insured Cover as varied by the special terms will commence from the date specified in the Insurer's acceptance letter. Only the part of Insured Cover which came into effect under the Underwriting provisions above will be subject to any exclusions, Premium loading, limitations, special terms, conditions, or restrictions.

## Life Events Cover

You are eligible to increase your cover without providing

medical evidence if a Nominated Event occurs and:

- a) You are an Insured Person on the date the Nominated Event occurred, and
- b) You are under 60 years of age when applying for the increase in cover, and
- c) You have not been declined or have any exclusions, Premium loading, limitations, special terms, conditions, or restrictions on your Insured Cover under The Policy, and
- d) You are not applying for, entitled to, or have ever received a total and permanent disablement benefit or a terminal illness benefit from any source, including The Policy, a superannuation fund, another life insurance policy, Workers Compensation, Disability Pension, or Veterans' Affairs, and
- e) You provide sufficient proof of the Nominated Event to the Insurer's satisfaction, and
- f) Your application for the increase in Insured Cover is fully completed, signed, dated, and received within 90 days of the Nominated Event.
- g) Your Insured Cover will not exceed the Maximum Insured Cover, and
- h) You are At Work on the date the Nominated Event occurred and on the date the application is accepted.

You may only increase your cover due to a Nominated Event:

- For the same type of cover you are currently insured for, and
- Once in a 12-month period, and
- Once ever for each Nominated Event.

The maximum amount of increase is the lesser of:

- 25% of your Default Cover,
- \$200,000,
- The amount of your new mortgage on your permanent residence,
- The amount of the increase to your existing mortgage on your permanent residence,
- The amount of your new business loan.

The increase is rounded up to the nearest \$1,000 and provided as fixed cover, subject to clause 4.2 (Amount of benefit).

New Events Cover applies to the increased portion of your Insured Cover for the first 12 months after the application is accepted.

The Insurer will not pay for increased Agreed Cover if death or Total and Permanent Disablement results from suicide or a self-inflicted Injury within the first 13 months from the date the increase is agreed upon.

Superhero Super will be notified in writing by the Insurer of the date the increase will commence.

### **Total and Permanent Disablement only cover**

An Eligible Person who is less than 25 years of age may choose Total and Permanent Disablement only cover as their Default Cover by writing to the Fund within 120 days of the date their cover first commenced. On their 25th birthday they will automatically receive death cover for the same amount as their Total and Permanent Disablement cover.

The Insured Person must be At Work on the 25th birthday otherwise the increase to their death cover will be New Events Cover only until they are At Work for 60 consecutive days.

The Premium rate for Total and Permanent Disablement only cover is the rate that appears in Table 3.

### **Period of cover**

Insured Cover continues from the day it commences and ceases at midnight on the day it ceases. Insured Cover operates 24 hours a day.

### **Cover whilst working overseas**

Cover may continue for a Member residing Overseas for work purposes, provided that:

- The Insurer continues to receive Premium for them, and
- The period of time whilst Overseas is no longer than 5 years, and
- In the Insurer's opinion, the residence Overseas is temporary in nature.

### **Employer approved leave**

Where an Insured Person suffers Total and Permanent Disablement during employer approved leave, for the purpose of determining the Parts of the definition under which they must satisfy Total and Permanent Disablement the Insurer will consider:

- (a) If the Insured Person was a *Permanent Employee*, *Contractor* or self-employed on the day immediately

prior to the date their employer approved leave commenced, and

- (b) If the Insured Person had worked for an average of at least 15 hours per week during the 6 months prior to the date their employer approved leave commenced.

### **Interim accident cover**

If you apply for Voluntary Cover, interim Accident Cover commences for you from the date the Insurer receives your application. Interim Accident Cover does not apply to any increase provided under the Life Events Cover provisions noted above.

If you have interim Accident Cover and die as a result of an Injury or suffer Total and Permanent Disablement as a result of an Injury, the Insurer will pay the lesser of the amount being applied for or \$1,500,000 as if you were an Insured Person.

Interim Accident Cover will be payable for:

- Death, if your application to the Insurer requested Insured Cover for Death and it is available to you under The Policy, and
- Total and Permanent Disablement, if your application to the Insurer requested Insured Cover for Total and Permanent Disablement and it is available to you under The Policy.

Interim Accident Cover will not be payable where:

- Your death is directly or indirectly the result of suicide or attempted suicide, or
- Your Total and Permanent Disablement is directly or indirectly the result of an intentional self-inflicted Injury or attempted suicide.

The Insurer may take into account any information it receives in the course of the claim under interim Accident Cover in exercising its discretion whether it accepts, refuses or offers special terms, conditions, restrictions, exclusions or Premium loading for any Insured Cover under the underwriting process.

Subject to any special terms imposed in respect of Insured Cover, interim Accident Cover ceases on the earliest of:

- (a) When the Insurer notifies Superhero Super of its underwriting decision, or
- (b) When your application is withdrawn, or cancelled, or the Insurer is advised that the application is

- not being proceeded with, or
- (c) At midnight on the 90th day after it commenced, or
- (d) When any Termination of Cover event occurs (see section 4), or
- (e) The cessation of The Policy.

### Termination of cover

Cover for a Member ceases on the earlier of;

1. When they reach their 70th birthday; or
2. When they cease to be an Australian Resident; or
3. When they commence active service with the armed forces of any country, other than as a Member of the Australian Defence Force Reserves performing duties within Australia; or
4. When they cease to be a Member of Superhero Super; or
5. Subject to the Terminal Illness Benefit provisions, on the date a claim is admitted for a benefit for the Member; or
6. When they cease to reside in Australia or fail to meet the conditions included in "Cover whilst working overseas"; or
7. On the date the Member's account balance is insufficient to pay Premiums. Where this applies cover will cease on the last day of the month for which Premium was payable; or
8. When they do not receive contributions for a period of 16 months or are an Inactive Member who has not opted-in to retain insurance; or
9. When they die; or
10. When they retire permanently from the workforce; or
11. When they are the subject of a fraudulent claim;
12. Superhero Super gives notice that the Insured Cover ceases for the Member; or
13. The Insured Cover for every Member under The Policy ceases; or
14. The end of the period for which Premiums have been paid immediately after the date their account became Inactive, except where the Insured Person has made an Election.

### Transfer of cover

An Eligible Person can elect to transfer other existing death or total and permanent disablement cover to the Fund if they are insured under:

- a) An Australian employer Superannuation fund life insurance policy, or
- b) An Australian individual retail life insurance policy provided commenced within the last 5 years.

The transfer of other existing cover to the Fund is subject to the Eligible Person meeting the following criteria:

- i. The Eligible Person must be aged less than 65, and
- ii. The Eligible Person must not be working in an Excluded Occupation, and
- iii. The Eligible Person must cancel their insured benefit in the other existing fund or insured policy within 60 days after the Insurer's acceptance of the Transfer of Cover Application Form. No claim will be considered under The Policy where they retain any form of their previous cover elsewhere, and
- iv. The Eligible Person must not continue the cover, after acceptance of the transfer under The Policy, under any other insurance arrangement, reinstate cover or effect a continuation option with any fund, and
- v. The Eligible Person must provide a copy of their most recent Benefit Statement or Policy Renewal Statement dated within the previous 12 months as evidence of their current cover held and insured benefit previously held. This includes a copy of advice they received from the insurer or fund advising them of acceptance of their insurance and if the acceptance was on standard terms or subject to additional terms, and
- vi. Any premium loading, restriction, exclusion or pre-existing condition exclusion or restriction in regard to medical or other conditions which apply under the other existing cover will continue to apply under the Policy, and
- vii. The Eligible Person must satisfactorily complete the Fund's Transfer of Cover Application Form, including answering 'no' to the agreed health questions, that is received by the Fund within 31 days of being signed and dated.

Where all of the above requirements have been met, cover will commence from the latter of the date the Insurer accepts the Transfer of Cover Application Form and the Eligible Person's account balance being sufficient to pay the first monthly Premium. If the Eligible Person's account balance is not sufficient to pay Premium within 31 days of



the date the Insurer accepts the Transfer of Cover Application Form then the transfer of cover will not be considered to have started and a new Transfer of Cover Application Form is required to be completed.

The amount of cover will be transferred across as Voluntary Cover for the same type of cover.

The total Insured Cover after transfer must not exceed \$1,500,000. This means that when transferred cover is combined with existing Insured Cover in the Fund the total will be capped at \$1,500,000.

Where any of the above requirements have not been met, transfer of cover will not be considered to have started and any Premium paid will be refunded.

No claim will be considered under The Policy where the Insured Person retains or reinstates any form of their previous external cover elsewhere.

#### **Reinstatement of Insured Cover**

Reinstatement of cover is subject to the underwriting process.

#### **Claims after a member's Insured Cover has ceased**

The Insurer will not pay a benefit for:

- Death if the date of death is after the date that Insured Cover ceased; or
- Total and Permanent Disablement if the Date of Disablement is after the date that Insured Cover ceased; or
- Terminal Illness if the Date of Certification is after the date that Insured Cover ceased.

Subject FSC Guidance Note 11 (issued 9 May 2013), where a Member is eligible for a death, total and permanent disablement or terminal illness claim under a new replacement policy, the Insurer will not pay a benefit for them.

## **5. Income Protection Insurance - Terms and Conditions**

Superhero Super offers Group Income Protection insurance via a Group Insurance Policy with MLC Limited (the Insurer). The information contained in this section is a summary of the terms and conditions. Full terms and conditions are provided in The Policy. In the event of any inconsistency or ambiguity, The Policy shall prevail.

The Insurer has the right under The Policy to: accept cover for the Member; accept cover for the Member subject to Premium loadings, exclusions or restrictions they may

consider appropriate; or refuse to provide cover to a Member.

#### **General Eligibility**

A Member is eligible to apply for insurance if:

- They are a Member of Superhero Super and have sufficient funds in their account to cover the cost of monthly Premiums; and
- They are aged between 15 and 64; and
- They are an Australian Resident; and
- They are a Permanent Employee, Contractor or are self-employed; and
- They are working at least 15 hours per week; and
- An initial contribution has been received in Superhero Super; and
- They are not employed in an Excluded Occupation, and do not perform any duties of an Excluded Occupation; and
- They are not a casual employee or unemployed; or
- The Insurer expressly agrees in writing to Superhero Super that the Member is eligible.

#### **Exclusions**

Insured Cover will not be payable where a claim is directly or indirectly due to:

- a) War, or
- b) The Member having been in a country listed on the Department of Foreign Affairs & Trade website ([www.dfat.gov.au](http://www.dfat.gov.au)) as subject to a 'do not travel' warning at the time they entered the country, or
- c) Intentional self-inflicted Injury or attempted suicide, or
- d) Normal and uncomplicated pregnancy or childbirth. For avoidance of doubt, complications such as threatened or actual miscarriage, participation in an IVF or similar program, multiple pregnancy, or discomfort such as morning sickness, backache, varicose veins, ankle swelling and bladder problems, are all considered normal and uncomplicated and are therefore excluded, or
- e) Participation in a criminal act, or
- f) Any additional exclusion advised by the Insurer in writing.

### **When cover commences**

All cover is subject to the underwriting provisions listed below.

If the Insurer has accepted a Member for Insured Cover, cover will only commence where a satisfactorily completed and signed Member Application Form and the initial contribution or a rollover from another superannuation fund is received by the Fund.

Where these requirements have been met, cover commences on the latter of the date the Insurer advises in writing it has accepted the Member's application for cover and the date the Fund receives the initial contribution or a rollover from another superannuation fund.

A Member will not receive cover if they do not meet the above requirements or if the Insurer has declined the Member's application for cover.

### **Underwriting**

If a Member elects new cover, or an increase to their existing cover, Superhero Super must provide the Insurer with all information about that person that the Insurer regards as necessary for underwriting purposes. This information must be given in the form the Insurer chooses. After considering all information the Insurer has requested and received for the amount of cover that was subject to underwriting, the Insurer may in its absolute discretion either:

- a) Accept the Insured Cover, or
- b) Offer to accept the Insured Cover subject to whatever exclusions, Premium loading, limitations, special terms, conditions, restrictions or Forward Underwriting Limit the Insurer considers appropriate, or
- c) Refuse to provide the Insured Cover.

Any cover applied for will commence from the date the Insurer notifies Superhero Super in writing, provided that there is a sufficient account balance in the Member's Fund account to pay the first monthly Premium.

### **Insured cover subject to special terms**

If the Insurer offers Insured Cover that is subject to an exclusion, Premium loading, limitation, special term, condition or restriction (special terms), the Insured Cover as varied by the special terms will commence from the date specified in the Insurer's acceptance letter.

### **Varying cover and cooling off period**

A Member may cancel or reduce their amount of Insured Cover by writing to Superhero Super at any time, and this variation will apply from the date Superhero Super receives this advice.

Any subsequent request for cover or increase in Insured Cover will be subject to underwriting.

There is no cooling off period or refund of Premium once cover has come into force for a Member.

### **Interim accident cover**

If the underwriting provisions above apply, interim Accident Cover commences for a Member from the date the Insurer receives an application for Insured Cover.

If a Member with interim Accident Cover suffers Total Disability as a result of an Injury, the Insurer will pay the lesser of the amount being applied for or \$15,000 per month as if they had Insured Cover.

The Insurer is not liable to pay a benefit for Partial Disability under interim Accident Cover. Interim Accident Cover will not be payable where the Total Disability of an Insured Person is directly or indirectly the result of an intentional self-inflicted Injury.

During the period the Insurer pays a benefit in connection with interim Accident Cover, the Insurer is not liable to pay any other benefits under The Policy.

The maximum Benefit Period for a claim under interim Accident Cover is 2 years.

Subject to any special terms, interim Accident Cover ceases on the earliest of:

- a) When the Insurer notifies Superhero Super of its underwriting decision, or
- b) When the application is withdrawn, or cancelled, or the Insurer is advised it is not being proceeded with, or
- c) At midnight on the 90th day after it commenced, or
- d) When any termination of cover event listed below happens, or
- e) The cessation of The Policy.

### **Monthly Benefit – Total Disability**

Where a Member suffers Total Disability, the Insurer will pay a Monthly Benefit that accrues from the day after the expiry of the Waiting Period. The Insurer will continue to

pay a benefit for Total Disability for the period the Insured Person suffers Total Disability during the Benefit Period.

### Monthly Benefit – Partial Disability

If immediately before suffering Partial Disability an Insured Person has suffered Total Disability continuously for a period of at least 7 days out of 12 consecutive days and:

- a) Has ceased to suffer Total Disability, and
- b) Has resumed partial employment or, in the Insurer's opinion, is deemed capable of returning to partial employment duties, and
- c) As a result of the Injury or Illness that caused their Total Disability has received, or would in the Insurer's opinion receive, a Post-Disability Income that is less than their Monthly Income, and
- d) Is under the continuous and regular care of a Doctor undergoing the appropriate treatment,

the Insurer will pay a Partial Disability benefit during the Benefit Period. No Partial Disability benefit is payable until the expiry of the Waiting Period.

The amount the Insurer must pay for Partial Disability is calculated in accordance with the following formula, less any Other Disability Income that accrues to the Insured Person during the month:

$$\frac{A - B}{A} \times C$$

Where,

**A** Is the Insured Person's pre-disability Monthly Income.

**B** Is the Insured Person's actual Monthly Income earned during the month of Partial Disability.

**C** Is the Monthly Benefit which would otherwise be payable if the Insured Person had suffered Total Disability.

If an Insured Person suffers Partial Disability and no work is available then, after considering all the medical and other evidence available to the Insurer, the Insurer will calculate their Post-Disability Income based on their assessment of the Insured Person's capacity to earn.

### Benefit indexation

The Insurer will increase the Monthly Benefit for an Insured Person by the lesser of the annual CPI percentage increase or 5% for every 12 months where they are in receipt of a Total Disability benefit.

### Approved rehabilitation benefit

If an Insured Person suffers Total Disability or Partial Disability and the Insurer agrees that a program is likely to assist in their return to work, the Insurer may pay for the cost of Approved Rehabilitation in addition to the benefits otherwise payable for the Insured Person. Any payment of this benefit will be made to the service provider and the expense must be approved by the Insurer in writing before it is incurred. The approval of the Approved Rehabilitation benefit is at the Insurer's absolute discretion.

### Workplace modification benefit

If the Insured Person is receiving Total Disability or Partial Disability benefits and the Insurer agrees that modification to their place of employment is necessary in order for them to return to work, the Insurer may pay all or some of the modification expenses. The workplace modification benefit will be paid in addition to any other benefit payable under The Policy. Any payment of this benefit will be made to the service provider and the expense must be approved by the Insurer in writing before it is incurred. The approval of a workplace modification benefit is at the Insurer's absolute discretion.

### Death benefit whilst on claim

If an Insured Person dies while the Insurer is paying a Monthly Benefit, the Insurer will pay an additional lump sum benefit equal to 3 times the Monthly Benefit for Total Disability or Partial Disability applicable to the Insured Person at the date of their death. This lump sum benefit is only payable by the Insurer upon receipt of satisfactory evidence.

### Superannuation Contribution Benefit

If the Insurer has approved an Insured Person for the inclusion of a superannuation guarantee contribution, the Insurer will pay a Superannuation Contribution benefit for as long as the Insurer must pay a Monthly Benefit for Total Disability or Partial Disability. The Insurer will pay the Superannuation Contribution benefit at the same time the Total Disability or Partial Disability benefit payment is made by the Insurer for the Insured Person provided that:

- a) If the Insured Person suffers Total Disability, the Insurer will only be liable to pay the Superannuation Contribution benefit that is the lesser of:
  - i) The amount for which Premium has been paid in respect of that Insured Person, or



- ii) The total that was being contributed by the Employer, as superannuation on behalf of the Insured Person on a monthly basis immediately prior to the Insured Person's Total Disability, or
  - iii) A maximum of 15% of their Monthly Income.
- b) If the Insured Person suffers Partial Disability, the Insurer will only be liable to pay the proportion of the Superannuation Contribution benefit arrived at under paragraph (a) above that corresponds to the proportion of the Monthly Benefit payable for Partial Disability.

Superannuation Contribution Benefit will be paid directly to the Fund, who will allocate it to the Insured Person's superannuation account. If the Insured Person has left the Fund, the Insurer may in its discretion consider paying the benefit into another complying superannuation fund.

#### **Period of cover**

Insured Cover continues from the day it commences and ceases at midnight on the day it ceases. Insured Cover operates 24 hours a day.

#### **Overseas cover**

Subject to termination of cover events listed below, Insured Cover will continue for an Insured Person whilst Overseas provided:

- a) The Insurer continues to receive Premium for them, unless a waiver of Premium applies, and
- b) The period of time whilst Overseas is no longer than 5 years, and
- c) In the Insurer's opinion, the residence Overseas is temporary in nature.

#### **Waiting Period**

The Insurer is not liable to begin to pay any Total Disability or Partial Disability benefit until the expiry of the Waiting Period.

Where an Insured Person suffering Total Disability returns to work during the Waiting Period and this return to work proves unsuccessful due to the Injury or Illness causing Total Disability, the original Waiting Period will continue if the number of days they return to work for is no more than 10% of the Waiting Period.

An Insured Person can request to vary their Waiting Period at any time by writing to Superhero Super. If a longer Waiting Period is requested, the change will be

effective from the date the request is received in writing by Superhero Super. If a shorter Waiting Period is requested, the change is subject to underwriting.

#### **Benefit Period**

The Benefit Period starts on the day after the expiry of the Waiting Period.

The Benefit Period is the maximum duration that any 1 claim will be paid. However, where the Insurer has continuously paid a benefit for the entire Benefit Period, the Insurer will pay a benefit for a Disability that is caused by the same or related Injury or Illness, where:

- a) The periods of Disability are separated by a period of at least 6 months; and
- b) The Insured Person returns to being At Work for their employer for at least 6 consecutive months undertaking all of the duties and hours of their usual occupation immediately prior to disability; and
- c) Premium has continued to be paid, and
- d) The Waiting Period has been served for the subsequent Disability.

An Insured Person can request to vary their Benefit Period at any time by writing to Superhero Super. If a shorter Benefit Period was requested, the change will be effective from the date the request was received in writing by Superhero Super. If a longer Benefit Period was requested, the change is subject to Underwriting requirements.

#### **Benefit Limits**

The Monthly Benefit the Insurer is liable to pay will never be more than the Maximum Monthly Benefit.

The Insurer is not liable to continue to pay a Monthly Benefit once the Insured Person reaches their 65<sup>th</sup> birthday.

Subject to the Benefit Period and recurrent disability provisions, the Insured's entitlement to the Monthly Benefit payable will not exceed the Benefit Period in The Policy Schedule for any 1 claim.

#### **Benefit Offsets**

The Monthly Benefit for Total Disability or Partial Disability will be reduced by any Other Disability Income that the Insured Person is entitled to during that month. Unless the Insurer has agreed otherwise, a reduction will only be made where the Member's Monthly Benefit plus any Other Disability Income exceeds 75% of their pre-

disability Monthly Income or the Maximum Monthly Benefit.

If the entitlement of an Insured Person to Other Disability Income is in dispute, the Insurer in its discretion may pay the full amount of the Monthly Benefit on a conditional basis until the dispute is resolved. If the Insurer chooses to pay the full Monthly Benefit amount, and the Insured Person receives Other Disability Income, the Insurer may offset those payments received against future benefits or recover the amount of benefit the Insurer has paid which would have been offset.

### **Recurrent Disability**

Where Insured Cover for an Insured Person is in force, a period of Disability will be deemed to be a continuation of an earlier period of Disability if the Disability is caused by the same medical condition and is separated from the previous period of Disability by a period of less than 6 months active full-time work.

If a period of Disability is deemed to be a continuation of an earlier period of Disability, the Waiting Period does not apply to it and it will be a continuation of the same Benefit Period. If the period of Disability is not deemed to be a continuation of an earlier period of Disability, then a new Waiting Period and Benefit Period will apply.

An Insured Person's usual hours of work prior to their Disability will be considered as their full-time work.

### **Waiver of premiums**

While an Insured Person is being paid a Monthly Benefit as a result of Disability, the Insurer will waive income protection Premiums under The Policy for the period the Insured Person is entitled to be paid a Monthly Benefit. Premium is payable to the Insurer whilst an Insured Person is in receipt of a Monthly Benefit from another insurer.

### **Employer approved leave**

Where an Insured Person suffers Total Disability during employer approved leave, their Monthly Benefit accrues from the latter of:

- a) The day after the expiry of the Waiting Period, and
- b) The return to work date agreed with their employer.

The Monthly Income used to calculate their Monthly Benefit will be calculated using the Salary of the Insured

Person on the working day immediately before their leave commenced.

### **Termination of cover**

Cover for an Insured Person ceases on the earlier of:

1. When they reach their 65th birthday,
2. When they cease to be an Eligible Person or Insured Person under the Fund,
3. When they cease to reside in Australia or fail to meet the conditions included in "Overseas cover",
4. When they commence service with the armed forces of any country other than the Australian Defence Force Reserves,
5. When they cease to be a Member of Superhero Super,
6. When their account balance in Superhero Super is insufficient to meet the next Premium which falls due. Where this applies cover will cease on the last day of the month in which the Premium fell due and was paid,
7. They die,
8. They are the subject of a fraudulent claim under The Policy,
9. Superhero Super gives notice that Insured Cover will cease for the Insured Person,
10. Insured Cover for every Insured Person under The Policy ceases, or
11. The end of the period for which Premiums have been paid immediately after the date their account became Inactive, except where the Insured Person has made an Election.

### **Transfer of cover**

An Eligible Person can elect to transfer other existing income protection cover to the Fund if they are insured under:

- a) An Australian employer Superannuation fund income protection policy, or
- b) An Australian individual retail income protection policy provided commenced within the last 5 years.

The transfer of other existing cover to the Fund is subject to the Eligible Person meeting the following criteria:

- i. The Eligible Person must be aged less than 65, and
- ii. The Eligible Person must not be working in an Excluded Occupation, and

- iii. The Eligible Person must cancel their insured benefit in the other existing fund or insured policy within 60 days after the Insurer's acceptance of the Transfer of Cover Application Form. No Claim will be considered under The Policy where they retain any form of their previous cover elsewhere, and
- iv. The Eligible Person must not continue the cover, after acceptance of the transfer under The Policy, under any other insurance arrangement, reinstate cover or effect a continuation option with any fund, and
- v. The Eligible Person must provide a copy of their most recent Benefit Statement or Policy Renewal Statement dated within the previous 12 months as evidence of their current cover held and insured benefit previously held. This includes a copy of advice they received from the insurer or fund advising them of acceptance of their insurance and if the acceptance was on standard terms or subject to additional terms, and
- vi. Any premium loading, restriction, exclusion or pre-existing condition exclusion or restriction in regard to medical or other conditions which apply to the other existing cover will continue to apply under The Policy, and
- vii. The Eligible Person must satisfactorily complete the Fund's Transfer of Cover Application Form, including answering 'no' to the agreed health questions, that is received by the Fund within 31 days of being signed and dated.

Where all of the above requirements have been met, cover will commence from the latter of the date the Insurer accepts the

Transfer of Cover Application Form and the Eligible Person's account balance being sufficient to pay the first monthly Premium. If the Eligible Person's account balance

is not sufficient to pay Premium within 31 days of the date the Insurer accepts the Transfer of Cover Application Form then the transfer of cover will not be considered to have started and a new Transfer of Cover Application Form is required to be completed.

The same Waiting Period and Benefit Period that applied to their transferred cover will apply to their Insured Cover under The Policy. If the same Waiting Period is not available, then the next longer Waiting Period will apply. If the same Benefit Period is not available, then the next shorter Benefit Period will apply.

The total Insured Cover after transfer must not exceed a Monthly Benefit of \$15,000 per month. This means that when transferred cover is combined with existing Insured Cover in the Fund the total will be capped at a Monthly Benefit of \$15,000 per month.

Where any of the above requirements have not been met, transfer of cover will not be considered to have started and any Premium paid will be refunded.

No claim will be considered under The Policy where the Insured Person retains or reinstates and form of their previous external cover elsewhere.

#### **Reinstatement of Insured Cover**

Reinstatement of cover is subject to underwriting.

#### **Claims after an insured person's insured cover has ceased**

If the Waiting Period for an Insured Person began before cover ceased, the Insurer will be liable to pay a benefit for them as a result of an Injury or Illness under the terms of The Policy until they are At Work.

The Insurer will not pay a benefit for a person if the Waiting Period commences after the date the Insured Cover ceased.

## **6. Occupation Categories**

Coverage Summary	
Collar Rating	Description
Professional	Professional Occupations: The employee/Member must: <ul style="list-style-type: none"> <li>have a university degree or diploma and/ or membership of a professional body,</li> <li>have a minimum annual Salary of \$120,000 pa,</li> <li>meet the ALL requirements outlined for the White-collar classification.</li> </ul>

	(e.g. solicitor, accountant, medical practitioner).
White Collar	<p>White Collar Occupations have an emphasis on mental rather than physical work and do not otherwise meet the definition of Professional.</p> <p>The employee's/Member's duties:</p> <ul style="list-style-type: none"> <li>• Are usually carried out indoors (no field work),</li> <li>• Include clerical, administration or managerial duties (no supervision of manual workers is required), and</li> <li>• Includes the use of computers, printers, medical equipment etc</li> </ul> <p>And the Member's duties do NOT include any of the duties or occupations listed in the Light Blue, Blue or Heavy Blue categories (e.g. office administrator, computer operator, bank clerk, consultant).</p>
Light Blue Collar	<p>Light Blue Collar occupations have an emphasis on Occupations where Members do less than 20% light manual work or the direct supervision of manual workers.</p> <p>The employee's/Member's duties:</p> <ul style="list-style-type: none"> <li>• Include driving a car to visit customers,</li> <li>• Require the use of hand tools, or the operation of light machinery,</li> <li>• The supervision of manual workers or field work,</li> </ul> <p>And the Member's duties do NOT include:</p> <ul style="list-style-type: none"> <li>• Lifting or carrying of more than 5kg*,</li> <li>• Any of the duties or occupations listed in the Blue or, Heavy Blue categories.</li> </ul> <p>*≤5kg is approximately equivalent to a pack of printer paper, 14 bags of dollar coins, a regular laptop, up to 5L of water, a big box of washing powder.</p> <p>(e.g. sales representative (deliveries), building foreman, supervisor, hairdresser, meat industry (inspector))</p>
Blue Collar	<p>Blue Collar occupations have an emphasis on jobs that require skilled or specialised manual work.</p> <p>The employees/Member's duties must require qualifications achieved through TAFE or acquired by apprenticeship and must NOT Include any of the duties or occupations listed in the Heavy Blue Collar category.</p> <p>(e.g. plumber, carpenter, bootmaker).</p>
Heavy Blue Collar	<p>Heavy Blue Collar occupations have an emphasis on skilled occupations with more than 20% manual work.</p> <p>The employee's/Member's duties include:</p> <ul style="list-style-type: none"> <li>• Driving commercial vehicles or operating machinery</li> <li>• Carry, lifting, pushing, pulling or operating heavy machinery for more than half a day,</li> </ul> <p>and the Member's duties do NOT include any of the listed duties or occupations within the Excluded Occupation category or any other occupations that are deemed to be</p>

hazardous by the Insurer.

(e.g. construction workers, factory workers, cleaners, labourers, delivery drivers, storemen, production workers and machine operations).

## 7. Definitions

**Accident Cover:** means cover for an unintended and unexpected Injury only.

**Approved Rehabilitation:** means a program, device or course of treatment certified by a Doctor or other health professional to be necessary for the rehabilitation of a person but excluding any program providing hospital treatment or an ancillary health service within the meaning of the National Health Act 1953 or any other program which might cause the policy to cease to be exempt from the National Health Act 1953 or Health Insurance Act 1973 or any similar legislation in connection with health insurance.

**At Work:** means that a Member:

- a) Is not restricted by Illness or Injury from being capable of actively performing all of their full and normal duties of their usual occupation on a full-time basis (for at least 30 hours per week) even though actual employment may be on a full-time, part-time, casual or contract basis, and
- b) Is not in receipt of, or entitled to claim, any income support benefits from any source including but not limited to workers' compensation benefits, statutory transport accident benefits and disability income benefits.

**Australian Resident:** means an Australian citizen or a person who is the holder of an Australian permanent visa within the meaning of the Migration Act 1958, Subsection 30(1), or resides in Australia on a Temporary Work (Skilled) visa. It also includes a New Zealand citizen who is residing and working in Australia.

**Benefit Period:** means the maximum period for which an income protection benefit will be paid in respect of one claim under The Policy.

**Cognitive Loss:** means a total and permanent deterioration or loss of intellectual capacity.

**Contractor:** means an Eligible Person or Insured Person is working on a fixed term contract for a duration of at least

12 months that requires them to perform identifiable duties for a regular number of hours each week.

**CPI:** means the Consumer Price Index (all groups and all capital cities) published by the Australian Bureau of Statistics. If no such CPI is published, the CPI will be a figure determined by the Insurer in its discretion.

**Default Cover:** means the amount of death and TPD cover provided automatically to Members of the Fund who satisfy the eligibility criteria and who have not opted out of insurance cover.

**Disability:** means either Total Disability or Partial Disability.

**Doctor:** means a registered medical practitioner who is legally qualified and properly registered to practice in Australia or New Zealand or as otherwise agreed by the Insurer. That person may not be the Member, their business partner, a member of their immediate family or their employer.

**Election:** means the notification, in the form agreed between Superhero Super and the Insurer, provided to Superhero Super by an Insured Person to continue their Insured Cover if their account in the Plan becomes Inactive.

**Eligible Contribution:** means contributions that include Superannuation Guarantee, additional employer contributions, personal contributions (including voluntary contributions and contributions made by a spouse), rollovers directly from another superannuation account held on behalf of the Eligible Person and automatic transfers from other superannuation funds. An amount allocated by the Australian Tax Office, co-contributions and the low income super tax offset are not considered an Eligible Contribution.

**Eligible Person means:**

In relation to Death and TPD cover, a person who:

- a) Is an Australian Resident, and

- b) Is aged between the Minimum Entry Age and the Maximum Entry Age, and
- c) Is not employed in an Excluded Occupation, or who does not perform any duties of an Excluded Occupation,  
or
- d) The Insurer agrees in writing is an Eligible Person;  
or

In relation to Income Protection cover, a person who :

- a) is an Australian Resident, and
- b) is aged between the Minimum Entry Age and the Maximum Entry Age, and
- c) Is a Permanent Employee, Contractor or is self-employed, and
- d) is working at least 15 hours per week, and
- e) is not employed in an Excluded Occupation, or who does not perform duties of an Excluded Occupation; and
- f) is not a casual employee or unemployed;  
or
- g) The Insurer expressly agrees in writing that the Member is an Eligible Person.

**Excluded Occupation:** means occupation that are deemed hazardous and so the Insurer is unable to accept the risk.

These occupations include but are not limited to:

- a) Aviation worker such as a pilot, air traffic controller or aerial photographer,
- b) Courier – motorcycle or bicycle,
- c) Entertainer working professionally such as an actor, dancer, musician or performer,
- d) Forestry worker such as a tree feller,
- e) Horse racing industry worker such as a jockey or strapper,
- f) Mining worker such as an explosives handler (surface or underground),
- g) Offshore worker such as a fisherman, cray fisher man or diver,
- h) Seasonal worker,
- i) Sex worker
- j) Sports person working professionally or semi-professionally

**Forward Underwriting Limit:** means any amount of Insured Cover (including any Superannuation Contribution Benefit if applicable) for an Insured Person that the Insurer has notified Superhero Super that it will accept for

automatic increases without a requirement for further evidence.

**Fund:** means Superhero as a sub-plan of OneSuper (ABN 43 905 581 638, RSE Reg No. R1001341) and a reference to the Fund doing anything or being notified of anything means a reference to Superhero Super doing or being notified of that thing.

**Gainful Employment:** means employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment at the time we assess the claim and includes part-time occupations, an occupation which may be perceived by the Eligible Person or Insured Person to be of lower status than their previous occupation or an occupation in which they do not earn as much income as they did in their previous occupation.

**Guarantee Period:** means the period during which the Insurer has agreed with Superhero Super to not vary the terms and conditions of The Policy.

**Illness:** means a sickness, disease or disorder.

**Immediate Assessment Conditions:** means any of the following:

- a) **Blindness** - the permanent loss of sight in both eyes, whether aided or unaided, due to Injury or Illness to the extent that visual acuity is 6/60 or less in both eyes, or to the extent that the visual field is reduced to 20 degrees or less of arc, as certified by an ophthalmologist.
- b) **Cardiomyopathy** - condition of impaired ventricular function of variable aetiology (often not determined) resulting in significant physical impairment, i.e. Class 3 on the New York Heart Association classification of cardiac impairment or a left ventricular ejection fraction of less than 35%.
- c) **Chronic Lung Disease** - the permanent end stage respiratory failure with FEV1 test results of consistently less than 1 litre, requiring continuous permanent oxygen therapy or FEV1 of less than 35% of predicted value on two separate occasions 6 months apart and confirmed by a pulmonologist.
- d) **Dementia and Alzheimer's Disease** - the clinical diagnosis of dementia (including Alzheimer's disease) as confirmed by a consultant neurologist, psycho-geriatrician, psychiatrist or



geriatrician. The diagnosis must confirm permanent irreversible failure of brain function resulting in significant cognitive impairment for which no other recognisable cause has been identified. Where significant cognitive impairment means a deterioration in the person's Mini-Mental State Examination scores to 24 or less and deterioration would continue but for any effective treatment. Dementia related to alcohol, drug abuse or is excluded.

- e) **Diplegia** - the total loss of function of symmetrical sides of the body due to Injury or Illness, where such loss of function is permanent.
- f) **Hemiplegia** - the total loss of function of 1 side of the body due to Injury or Illness, where such loss of function is permanent.
- g) **Loss of Hearing** - the complete and irrecoverable loss of hearing, both natural and assisted from both ears of 90dB or more over the frequencies 500Hz, 1000Hz, 2000Hz, and 3000Hz on 2 occasions taken 6 months apart. The loss of hearing must be as a result of Injury or Illness, as certified by an ear, nose and throat specialist.
- h) **Loss of Speech** - the total and irrecoverable loss of the ability to produce intelligible speech as a result of permanent damage to the larynx or its nerve supply or the speech centres of the brain. The loss must be certified by an appropriate medical specialist not less than ninety days after the ability to speak was first lost.
- i) **Major Head Trauma** - Injury caused by an external force to the head resulting in neurological deficit causing either:
  - I. A permanent loss of at least 25% whole person function (as defined by the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment latest Edition' or the equivalent guide to the evaluation of impairment approved by us, or
  - II. The permanent and irreversible inability to perform without the assistance of another person any two of the following activities of daily living:
    - Dressing - the ability to put on and take off clothing,
    - Bathing - the ability to wash or shower without assistance,

- Toileting - the ability to use the toilet, including getting on and off,
- Mobility - the ability to get in and out of a bed and a chair,
- Continence - the ability to control bowel and bladder function,
- Feeding - the ability to get food from a plate into the mouth,

as certified by a consultant neurologist.

- j) **Motor Neurone Disease** - unequivocal diagnosis of motor neurone disease by a consultant neurologist and confirmed by neurological investigations.
- k) **Multiple Sclerosis** - the unequivocal diagnosis of multiple sclerosis as confirmed by a consultant neurologist and characterised by demyelination in the brain and/or spinal cord evidenced by Magnetic Resonance Imaging or other investigations acceptable to the Insurer. There must have been more than one episode of well-defined neurological deficit affecting different anatomical sites with a permanent loss of at least 25% whole person function as defined by the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment (current edition)' or equivalent guide to impairment approved by the Insurer.
- l) **Muscular Dystrophy** - the unequivocal diagnosis of Muscular Dystrophy by a consultant neurologist with at least 25% Impairment of Whole Person Function that is permanent, as defined in the current American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', or an equivalent guide to impairment approved by the Insurer.
- m) **Paraplegia** - the permanent loss of use of both legs resulting from spinal cord Injury or Illness.
- n) **Parkinson's Disease** - the unequivocal diagnosis of Parkinson's disease by a consultant neurologist with the inability to perform without the assistance of another person any 2 of the following activities of daily living:
  - i) Dressing - the ability to put on and take off clothing,
  - ii) Bathing - the ability to wash or shower without assistance

- iii) Toileting - the ability to use the toilet, including getting on and off,
  - iv) Mobility - the ability to get in and out of a bed and a chair,
  - v) Continence - the ability to control bowel and bladder function,
  - vi) Feeding - the ability to get food from a plate into the mouth,
- o) **Primary Pulmonary Hypertension** - primary pulmonary hypertension associated with right ventricular enlargement established by cardiac catheterisation resulting in significant permanent physical impairment to the degree of at least Class 3 on the New York Heart Association classification of cardiac impairment, or where there is a pulmonary artery pressure (PAP) of more than 30mmHg.
- p) **Quadriplegia** - the permanent loss of use of both arms and both legs, resulting from spinal cord Injury or Illness.
- q) **Severe Burns** - tissue injury caused by thermal, electrical or chemical agents causing third degree burns to 20 per cent or more of the Body Surface Area as measured by the 'Rule of Nines' or the Lund and Browder Body Surface Chart, or to the whole of the face or the whole of both hands requiring surgical debridement and/or grafting.
- r) **Severe Rheumatoid Arthritis** - the unequivocal diagnosis of Severe Rheumatoid Arthritis by a rheumatologist in accordance with the '2010 Rheumatoid Arthritis Classification Criteria' published by the American College of Rheumatology and European League Against Rheumatism, with evidence of persistent joint inflammation and progressive disease. There must be evidence of a poor clinical response to:
- I. At least six (6) months of treatment with oral disease modifying anti- rheumatic drugs (DMARDs), and
  - II. All conventional therapy including biological agents.

Degenerative osteoarthritis and all other arthritis are excluded.

**Inactive:** means Superhero Super has not received an eligible contribution for an Insured Person's account for 16 consecutive months.

**Injury:** means bodily Injury caused by violent, external and visible means.

**Insurer:** means MLC Limited (ABN 90 000 000 402).

**Insured Cover:** means the insurance cover that the Insurer has agreed to for an Insured Person.

**Insured Person:** means an Eligible Person who has insurance cover under the relevant Policy, other than Accident Cover.

**Maximum Entry Age:** means the maximum age an Eligible Person can join the Fund and, in respect of Death and TPD cover, receive death or death and TPD cover. The Maximum Entry Age is prior to the Eligible Person's 65th birthday.

**Maximum Insured Cover:** means, in relation to death and TPD cover, the maximum total amount of Insured Cover per Insured Person based on all cover held with the Insurer and under all policies held with any other insurer.

**Maximum Monthly Benefit:** means, in relation to income protection cover, the maximum amount of total Insured Cover per Insured Person based on all cover held with the Insurer and under all policies in the market. The Maximum Monthly Benefit is \$30,000 per month.

**Member:** means member of the Fund.

**Member Application Form:** means the application form on which an Eligible Person requests the cover which has been agreed between the Insurer and the Fund.

**Minimum Entry Age:** means the minimum age an Eligible Person is eligible to apply for Insured Cover. The Minimum Entry Age is the Eligible Person's 15<sup>th</sup> birthday in respect of Default Death and TPD insurance and in respect of income protection insurance.

**Monthly Benefit:** means 75% of the Insured Person's pre-disability Monthly Income, plus the Superannuation Contribution benefit if included, subject to the Monthly Benefit not exceeding the amount of Insured Cover at the date of Total Disability or the Maximum Monthly Benefit.

**Monthly Income:** means

- a) Where the Insured Person is employed, 1/12th of the annual pre-tax Salary paid by the employer to the Insured Person in the 12 months immediately before the period of Total Disability, or



- b) Where the Insured Person directly or indirectly owns all or part of the business, including all or part ownership through another legal entity, from which they earn their usual income, 1/12th of the gross amount earned by the business in the 12 months immediately before the period of Total Disability, as a direct result of the Insured Person's personal exertion or activities through their usual occupation after allowing for the costs and expenses incurred in deriving that income. Income from the business will not include investment income, profit distributions or similar payments that may continue in the event of Total Disability or Partial Disability.

**New Events Cover:** means, in relation to Death and TPD insurance, Insured Cover that is provided for an Illness first diagnosed, or an Injury that first occurs, on or after the date Insured Cover commences or recommences for an Insured Person. For avoidance of doubt, Insured Cover is not provided for a pre-existing Injury, Illness, condition or related symptom that the Insured Person was aware of, or a reasonable person in their position should be aware of, or for which they had a medical consultation on or prior to the date Insured Cover commences or recommences for an Insured Person.

**Nominated Event:** means:

- a) Marriage, or
- b) Divorce, or
- c) Death of their Partner, or
- d) The Insured Person or their Partner gives birth or adopts a child, or
- e) The Insured Person purchases a home for their permanent residence with a mortgage on that residence of \$100,000 or more, or they increase their mortgage on their permanent residence by \$100,000 or more, or
- f) The Insured Person takes out a new business loan of \$100,000 or more, or they increase an existing business loan by \$100,000 or more, or
- g) The Insured Person's child's first day at a private school.

**Other Disability Income:** means any income other than income under The Policy, which a person may derive during a month for which a benefit under The Policy is being assessed, whether that income was actually received or not and includes:

- a) Any other income derived as a result of incapacity under any insurance policy, and
- b) Any benefit under any workers compensation, motor accident compensation, common law, or other similar State, Federal or Territory legislation, and
- c) Sick leave entitlements, and
- d) Termination payments from the employer:

Other Disability Income does not include:

- e) Income earned from investments,
- f) Any lump sum total and permanent disablement benefit, lump sum superannuation benefit, lump sum trauma or terminal illness style of benefit,
- g) Annual leave or long service leave entitlements, or
- h) Centrelink payments.

Any Other Disability Income that is in the form of a lump sum, or is commuted for a lump sum, has a monthly equivalent of 1% of the lump sum for each month a disability benefit is paid. If it can be shown that a portion of the lump sum represents compensation for pain and suffering, or the loss of use of a part of the body, the Insurer will not take that portion into account as Other Disability Income.

Where a common law, workers compensation or statute payment is received as a lump sum and pain and suffering cannot be isolated from loss of earnings, the Insurer will convert this to income on the basis of 1% of the lump sum for each month a disability benefit is paid.

**Overseas:** means anywhere other than the Commonwealth of Australia and its Territories, or New Zealand.

**Partner:** means a legal spouse or any person living with an Insured Person as their spouse on a bona-fide domestic basis and they may be the same sex as the Insured Person.

**Partial Disability:** means because of an Injury or Illness an Insured Person has suffered Total Disability continuously for a period of at least 7 days out of 12 consecutive days and:

- a) Has ceased to suffer Total Disability, and
- b) has resumed partial employment or, in the Insurers opinion, is deemed capable of returning to partial employment duties, and
- c) As a result of the Injury or Illness that caused their Total Disability has received, or could in the

Insurers opinion receive, a Post-Disability Income that is less than their Monthly Income, and

- d) Is under the continuous and regular care of a Doctor undergoing the appropriate treatment.

**Permanent Employee:** means a Member who is employed on a permanent basis under an ongoing contract that:

- a) Requires them to perform identifiable duties for a regular number of hours each week, and
- b) Allows them to accrue annual leave, sick leave, leave loading and long service leave, and
- c) Is not employed on a casual basis.

**PMIF opt- in Election Form:** means the form the Eligible Person completes to opt-in for Insured Cover.

**Post-Disability Income:** means any income that an Insured Person may derive after the commencement of the Waiting Period during a month for which a benefit under The Policy is being assessed.

If an Insured Person is suffering Partial Disability but has not received such income, the Insurer will estimate their capacity to earn and substitute an amount for partial earnings in order to enable the Insurer to calculate the benefit.

**Premium:** means the money paid to the Insurer, or owed to the Insurer, for the insurance provided under The Policy

**Salary:** means the Insured Person's pre-tax salary derived from their occupation, less any expenses incurred in deriving that income. Salary does not include director's fees, overtime payments, commissions, bonuses, penalty or shift allowances, non-employer superannuation contributions, investment income, income received from deferred compensation plans, disability income policies, retirement plans or any income derived from non-vocational activities.

**Short Form Personal Statement:** means the form agreed between the Insurer and the Fund from time to time.

**Superhero Super:** means Diversa Trustees Limited (ABN 49 006 421 638, AFSL 235153) as trustee of OneSuper.

**Terminal Illness:** means a disease or condition that is highly likely to result in the Insured Person's death within 24 months from the Date of Certification.

**The Policy:** means the contract of insurance which began on the date of Commencement stated under Dates in

Policy Schedules as varied from time to time and which continues until properly terminated under the terms of the policy.

**Total and Permanent Disablement:** means an Injury or Illness that causes disability to the extent the Insured Person qualifies for a benefit under the "Total and permanent disablement" provisions above in Section 4.

**Total Disability:** means, for the purposes of income protection insurance, because of an Injury or Illness the Insured Person is:

- a) Unable to perform at least 1 income producing duty of his or her occupation, and
- b) Under the regular care and following the advice of a Doctor, and
- c) Not working in any occupation, whether for reward or not for reward.

An income producing duty is a duty of the Insured Person's occupation immediately before they became disabled which generates 20% or more of their Monthly Income.

**Voluntary Cover:** means the amount of Voluntary Cover, including a change to the Benefit Period or the Waiting Period, the Insurer has underwritten and accepted for the Insured Person.

**Waiting Period:** means the 30, 60 or 90 day period described as such in Section 5 above.

**War:** means an act of war, whether declared or not, armed aggression by a country or organisation resisted by any country or organisation, or civil disturbance.

## 8. How to make a claim

Initial notice of a potential claim must be provided to Superhero Super as soon as possible after the incident that has caused the claim. This ensures we and the Insurer can efficiently and effectively manage your claim. The Insurer will only consider a claim where the delay in notification does not prejudice their ability to assess the claim.

### Assisting the Insurer Prove your Claim

You must notify us at [super@superhero.com.au](mailto:super@superhero.com.au) in writing as soon as reasonably practicable of any event entitling you to a benefit, including:

- death (by an authorised representative),

- the diagnosis as having a Terminal Illness or being TPD, and
- the diagnosis as having an Injury or Illness likely to give rise to your Total Disability.

On receipt of notification of a claim you or your authorised representative will be provided with claim forms. The claim forms must be fully completed by you or your authorised representative (and your treating Doctor and the employer, if applicable) and returned to us as soon as possible. You may be requested to obtain other such information and documentation that the Insurer requires to consider and process the claim. A claim will not be processed until all the relevant documentation is received by the Insurer.

If the completed claim forms are provided more than one year after the event giving rise to the claim, and the delay results in the Insurer's interests being prejudiced, the Insurer may not accept liability for the claim or, alternatively, may reduce the liability in respect of the claim to the extent of the prejudice the Insurer has suffered.

If you are Overseas or reside in Australia and subsequently travel Overseas and become disabled or terminally ill, the Insurer may require you to return to Australia at your own expense for assessment of your Total and Permanent Disablement or Terminal Illness claim.

In respect of an Income Protection claim, the Insurer will not be liable to pay benefits for more than a total of 6 months while you remain Overseas. However, if the entitlement to the benefit is continuing, the Insurer will continue to pay the Monthly Benefit with effect from the date you return to Australia.

**For the assessment and payment of the claim, the Insurer:**

- must be provided with any information that it reasonably considers necessary to properly assess the claim. This may include satisfactory proof of death for a death claim or satisfactory proof of age,
- for Terminal Illness claims, must be provided with two (2) treating Doctor reports prepared using the forms prescribed by the Insurer at your own expense,
- if required by the Insurer, must be provided with reports from a Doctor on the medical condition at

such times as the Insurer may reasonably require, at the Insurer's expense,

- in relation to the payment of a TPD or Terminal Illness Benefit, or income protection benefit, the Insurer shall have the right to conduct, at its expense, a medical examination with a Doctor of the Insurer's choice including pathology testing such as blood tests, at such times as the Insurer may reasonably require, and
- must be provided with any additional information the Insurer needs to assess the claim, at your own expense.

When a claim is ongoing, entitlements will be regularly reviewed and further evidence must be provided on request. The Insurer may also ask for further proof that you are entitled to a Benefit payment. Different types of claims may set out special claim requirements.

## 9. Frequently Asked Questions

### **How do I nominate beneficiaries for my life insurance cover?**

See the 'death benefits and beneficiaries' section of the Additional Information Guide for information on nominating death benefit beneficiaries.

### **Can I change my cover, and how do I go about doing it?**

You can change your Default Cover to death only, or reduce your level of cover, at any time by contacting Superhero Super via [super@superhero.com.au](mailto:super@superhero.com.au).

### **How do I opt-out of cover?**

When you join Superhero Super through the website or mobile app onboarding you can choose to opt out of Default Cover when completing your Member Application Form. Alternatively, you can also opt out at any time via the Profile section of your account. If you have any questions, you can contact Superhero at [super@superhero.com.au](mailto:super@superhero.com.au).

### **Who do I contact if I want to dispute my claim determination?**

If you wish to dispute a claim determination or have a complaint relating to Superhero Super, please contact us:

**Address:** PO Box R1055  
Royal Exchange NSW 1225

**Email:** [super@superhero.com.au](mailto:super@superhero.com.au)

We aim to resolve all complaints quickly and fairly.

If you are not satisfied with Superhero's handling of your complaint or its decision, or the complaint is not dealt with within 45 days, or any timeframe as required by law, you may lodge a complaint with the Australian Financial Complaints Authority ('AFCA'):

**Online:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678

**Mail:** Australian Financial Complaints Authority,

GPO Box 3 Melbourne VIC 3001

### **Superhero Super Insurance Guide**

PO Box R1055 Royal Exchange NSW 1225

[hello@superhero.com.au](mailto:hello@superhero.com.au)

[www.superhero.com.au](http://www.superhero.com.au)

Superhero Super Pty Ltd (Superhero) ABN 40 667 649 854

This information in this document forms part of the Product Disclosure Statement (PDS) dated **6 February 2025**. Insurance cover is provided through group life policies issued by MLC Limited to the Trustee of Superhero Super. In the event of a dispute, the policy will override the information in the PDS and this guide. If you have any queries, would like further information, or a copy of the PDS, contact Superhero Super at [super@superhero.com.au](mailto:super@superhero.com.au).